

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

iRACING.COM MOTORSPORT SIMULATIONS, X  
LLC, a Delaware Limited Liability Company, : Civil Action No.  
Plaintiff, : 05-11639 NG  
v. :  
TIM ROBINSON, individually and d/b/a :  
www.ow-racing.com, www.torn8oalley.com and :  
www.First-Racing-Sucks.com :  
Defendant. :  
X

I, David Kaemmer, upon oath depose and say as follows:

1. I am President and CEO of iRacing.com Motorsport Simulations,  
LLC ("iRacing").

2. NASCAR® Racing 2003 Season ("NASCAR® 2003") was  
developed by iRacing's predecessor-in-interest, Papyrus Design Group, Inc.  
("Papyrus"), and released by Papyrus and its parent company, Sierra On-Line,  
Inc. ("Sierra"), in February 2003.

3. Papyrus registered NASCAR® 2003 with the United States  
Copyright Office, which was registered under copyright number PA-1-266-286  
effective April 7, 2003. A true and correct copy of the United States Copyright  
Office Recordation Submission Form is attached as Exhibit A.

4. On May 28, 2004, Papyrus and Sierra sold their copyrights in the  
NASCAR® 2003 software to iRacing's predecessor, First, LLC and the  
associated assignment of the copyrights was recorded as June 28, 2005. The

Certificate of Recordation with the Copyright Office is attached as Exhibit B. The copyright registration is in full force and effect and covers nearly all aspects of NASCAR® 2003 as it is distributed in the marketplace.

5. Thereafter, First, LLC changed its name to iRacing. A true and correct copy of the Certificate of Amendment to Certificate of Formation denoting the name change is attached as Exhibit C.

6. NASCAR® 2003 is widely regarded as the most realistic computerized auto racing simulation ever created. Numerous NASCAR drivers have used it as a training tool. NASCAR® 2003 won the gamespy.com Racing Simulation of the Year award.

7. Upon installation of NASCAR® 2003 on a user's computer, the software presents the user with the EULA and asks the user to accept or reject its terms. NASCAR® 2003 only installs on the user's computer if the user accepts the EULA's terms. A true and correct copy of the EULA for NASCAR® 2003 is attached as Exhibit D.

8. iRacing has the right to enforce the NASCAR® 2003 EULA on its own behalf to the extent needed to protect and enforce its rights in and to NASCAR® 2003. A true and correct copy of a correspondence between Papyrus and iRacing confirming iRacing's rights to fully enforce the EULA as Exhibit E.

9. I am informed that the Defendant Tim Robinson ("Robinson") created and operates the following three websites: [www.ow-racing.com](http://www.ow-racing.com), [www.torn8oalley.com](http://www.torn8oalley.com) and [www.first-racing-sucks.com](http://www.first-racing-sucks.com). I have reviewed these

websites and they relate to computerized auto racing simulation and, specifically, to NASCAR® 2003 and derivatives of NASCAR® 2003.

10. Each of these websites features an electronic bulletin board system (“BBS”) that consists of electronic storage media (such as computer memories or hard drives) that network devices connect to other computers so that a remote user can connect to the BBS's stored information. Thus, users of these websites can download information from the BBS to their own computers' memories, hard drives, or other storage devices. These users can also pass the BBS information on to other computers.

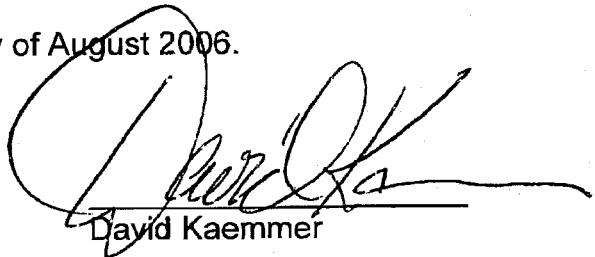
11. In or around August 2005, iRacing discovered that Robinson was offering for free download the following computer files: (a) owr2k5\_v1.0.0.1.zip (the “OW-Racing 2005 Mod”) on [www.ow-racing.com](http://www.ow-racing.com); and (b) owsc\_nocd\_temp.zip (the “NO-CD File”) on [www.torn8oalley.com](http://www.torn8oalley.com) and on [www.ow-racing.com](http://www.ow-racing.com). In or around August 2005, iRacing downloaded these files and saved the files on its own computers.

12. iRacing did not authorize Robinson to make or distribute derivative versions of NASCAR® 2003. In fact, iRacing took steps to protect its copyrights by sending Robinson letters demanding that he cease and desist from offering the infringing files for download over the Internet.

13. In early November 2005, iRacing provided its counsel with the files it downloaded from Robinson's websites on a CD designated “Robinson Data”.

14. iRacing sent directly to Rance DeLong the original version of NASCAR® 2003 along with a software patch to create an updated version 1.2.0.1.

SUSCRIBED AND SWORN TO on this 11th day of August 2006.



David Kaemmer

Certificate of Service

I, Irwin B. Schwartz, attorney for Plaintiff iRacing.com Motorsport Simulations, LLC, hereby certify that on this 11th day of August 2006, I filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to: Joseph F. Ryan, Lyne Woodworth & Evarts LLP, 600 Atlantic Avenue, Boston, MA 02210, counsel for Defendant Tim Robinson.

/S/ Irwin Schwartz  
Irwin B. Schwartz

04/14/2005 09:06 FAX 1+310+342+0841

V.U.GAMES LEGAL

2003

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at [www.copyright.gov](http://www.copyright.gov), write the Copyright Office, or call (202) 707-3000.

13402136.

## FORM PA

For a Work of the Performing Arts  
UNITED STATES COPYRIGHT OFFICE

PA 1-266-286



APR 07 2003

MAY DAY YER

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK ▼

NASCAR RACING 2003 SEASON

PREVIOUS OR ALTERNATIVE TITLES ▼

NATURE OF THIS WORK ▼ See instructions

Audiovisual work

2

NAME OF AUTHOR ▼

a. Sierra Entertainment, Inc.

DATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE  
Name of CountryOR  
Name of  
Domiciled in U.S.A.

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?  Yes  No  
Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

## NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire," check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for date of birth and death blank.

b. NATURE OF AUTHORSHIP: Briefly describe nature of material created by this author in which copyright is claimed. ▼

Entire audiovisual material and computer program

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE  
Name of CountryOR  
Name of  
Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?  Yes  No  
Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP: Briefly describe nature of material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE  
Name of CountryOR  
Name of  
Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?  Yes  No  
Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP: Briefly describe nature of material created by this author in which copyright is claimed. ▼

3

a. YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED: This information must be given in all cases.

2003

b. DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK  
Complete this information - Month: FEBRUARY Day: 10 Year: 2003  
Only if this work has been published.  
United States of America

Notes

4

COPYRIGHT CLAIMANT(S): Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Sierra Entertainment, Inc.  
14205 SE 36th Street, Suite 220  
Bellevue, WA 98006

TRANSFER: If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APR 07 2003 4/14/05  
ONE DEPOSIT RECEIVED  
APR 07 2003 3/22/05  
TWO DEPOSITS RECEIVED  
FUND RECEIVED  
V6

MORE ON BACK ▶

• Complete all applicable sections (numbers 5-6) on the reverse side of this page.  
• See detailed instructions.  
• Sign the form at line 8.

DO NOT WRITE HERE  
Page 1 of 2 pages

03/31/2005 12:58 FAX 3102580766

Knowledge Adventure Exec

2005

EXAMINED BY TAM

FORM PA

CHECKED BY

 CORRESPONDENCE

Yes

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY**DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.****PREVIOUS REGISTRATION** Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)  If your answer is No, do not check box A, B, or C.

A.  This is the first published edition of a work previously registered in unpublished form.

B.  This is the first application submitted by this author as copyright claimant.

C.  This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give Previous Registration Number: ▼Year of Registration: ▼

5

**DERIVATIVE WORK OR COMPILED** Complete both spaces 6a and 6b for a derivative work; complete only 6b for a compilation. **Presenting Material** Identify any presenting work or works that this work is based on or incorporates. ▼

This work contains certain technology licensed from others.

6

See instructions  
before completing  
this space.**MATERIAL ADDED TO THIS WORK** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

D

**DEPOSIT ACCOUNT** If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account. **Name:** ▼ **Account Number:** ▼

Vivendi Universal Games, Inc.

DA091367

7

**CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. **Name/Address/Apt/City/State/Zip:** ▼Sierra Entertainment, Inc., Attn.: Pam Teller  
3060 139th Avenue SE, Suite 500  
Bellevue, WA 98005

b

Area code and telephone number: (425) 638-5146

Fax number: (425) 818-2801

Email: [pam.teller@vugames.com](mailto:pam.teller@vugames.com)

8

**CERTIFICATION** I, the undersigned, hereby certify that I am theCheck only one: ▼

author  
 other copyright claimant  
 owner of exclusive right(s)  
 authorized agent of **Sierra Entertainment, Inc.**

Name of author or other copyright claimant, or owner of exclusive rights &amp;

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

**Typed or printed name and date** If this application gives a date of publication in space 3, do not sign and submit it before that date.

Pamela M. Teller

Date: 03/24/2003

Handwritten signature: Pamela M. TellerCertification  
will be  
printed in  
window  
envelope  
to this  
address:

Name: <u>▼</u>	Sierra Entertainment, Inc., Attn.: Pam Teller
Telephone/Apt: <u>▼</u>	3060 139th Avenue SE, Suite 500
Fax/Email/ZIP: <u>▼</u>	Bellevue, WA 98005

1. Description of work being registered 2. Name of author or other copyright claimant 3. Date year application is filed
4. Name of copyright claimant 5. Copyright claimant may be in private or may be represented by Agent or Copyright 6. Copyright renewed
7. Name of Copyright Copyright Office 101 Independence Avenue, S.E. Washington, D.C. 20556-0200

9

WARNING: If you know or believe that a false representation of a material fact in this application for copyright registration is given and for the section 401, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

Rev. June 2002 - 50,000 Web Form: June 2002 © Printed on recycled paper

U.S. Government Printing Office: 2000-481-112/20,021



## *Certificate of Recordation*

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This is to certify that the attached document was recorded  
in the Copyright Office on the date and in the place shown below.

This certificate is issued under the seal of the  
United States Copyright Office.

---

DATE OF RECORDATION

28Jun05

---

VOLUME

DOC. NO.

3526

291

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VOLUME

DOC. NO.

Register of Copyrights and  
Associate Librarian for Copyright Services

**Document Cover Sheet**  
UNITED STATES COPYRIGHT OFFICE

Copyright Office fees are subject to change.  
For current fees check the Copyright Office website at  
[www.copyright.gov](http://www.copyright.gov), write to the Copyright Office,  
or call (202) 707-3000.

**For Recordation of Documents**Volume 3526 Document 291

Volume \_\_\_\_\_ Document \_\_\_\_\_

Date of Recordation M JUN 28 2005 Y \_\_\_\_\_  
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds Received \_\_\_\_\_

DO NOT WRITE ABOVE THIS LINE - SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights: Please record the accompanying original document or properly certified copy thereof.

<b>1</b>	First party name given in the document	<u>Papyrus Design Group, Inc.</u> <small>(IMPORTANT: Please read instruction for this and other spaces.)</small>
<b>2</b>	First title given in the document	<u>NASCAR Racing 2003 Season</u>
<b>3</b>	Total number of titles in the document	<u>1</u>
<b>4</b>	Amount of fee calculated	<u>\$80.00</u>
<b>5</b>	Fee enclosed	<input checked="" type="checkbox"/> Check <input type="checkbox"/> Money order <input type="checkbox"/> Fee authorized to be charged to Copyright Office Deposit Account
Deposit Account number _____		
Deposit Account name _____		
<b>6</b>	Completeness of document	<input checked="" type="checkbox"/> Document is complete by its own terms <input type="checkbox"/> Document is not complete. Record "as is."
<small>IMPORTANT NOTE: A request to record a document "as is" under 37 CFR §201.4(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.</small>		
<b>7</b>	Certification of Photocopied Document	Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature. <small>NOTE: This space may not be used for documents that require an official certification.</small>
I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.		
Signature _____ Date _____		
Duly authorized agent or _____		
<b>8</b>	Return to:	Name <u>Michael J. Cavarella, c/o Morse, Barnes-Brown &amp; Pendleton, P.C.</u> Number/Street <u>1601 Trapelo Rd.</u> Apt/Suite _____ City <u>Waltham</u> State <u>MA</u> zip <u>02451</u> Phone number <u>781-622-5930</u> Fax number <u>781-622-5933</u> Email <u>mjc@mbbp.com</u>

**SEND TO:** Library of Congress, Copyright Office, Documents Recordation Section, LM-462, 101 Independence Avenue SE, Washington, DC 20559-6000  
**INCLUDE ALL THESE TOGETHER:** (1) Two copies of this form; (2) payment from a Deposit Account or by check/money order payable to Register of Copyrights; and (3) your document.

V3526 D291



NASCAR RACING 2003 SEASON  
BILL OF SALE

1. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and in accordance with Section 2 of that certain Assignment Agreement dated as of May 28, 2004 (the "Assignment Agreement"), to which Papyrus Design Group, Inc., a Massachusetts corporation ("Assignor"), Sierra On-Line Inc., a Delaware corporation and the parent of Assignor, and FIRST, LLC, a Delaware limited liability company ("Assignee"), are parties, Assignor hereby sells, assigns, conveys and otherwise transfers to Assignee, effective as of May 28, 2004, all of Assignor's right, title and interest in and to all of the NASCAR Racing 2003 Season assets described on Schedule A hereto.

2. The terms of the Assignment Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, Assignor has executed this Bill of Sale effective as of May 28, 2004.

Papyrus Design Group, Inc., a Massachusetts corporation

By:

A handwritten signature of Rod Rigole is written over a horizontal line.

Rod Rigole  
Assistant Secretary

V3526 D291 Page 1

SCHEDULE ANASCAR RACING 2003 SEASON ASSETS

The assigned assets consist of the Game Technology (as defined below) and all intellectual property rights in the Game Technology, including all copyrights in the Game Technology, whether registered or unregistered.

“Game Technology” means the PC-based racing simulation engine and related tools used in the PC game **NASCAR Racing 2003 Season** (the “Game”), together with all patches and bug fixes made as of the Effective Date, and all related (i) data, text, compiler command files, build scripts, object libraries, scripts relating to the operation and maintenance thereof, application programming interfaces (API), graphical user interfaces (GUI), makefiles, protocols, specifications, database management code, data formats, utilities, methods of processing, software engines, platforms, encryption keys and other security features, 2D and 3D artwork, graphics, communications, animation, images, digital and/or audio clips or other content, (ii) contents of the “race”, “psys”, “gpl”, “gldata”, “nl2”, “ml2data”, and “tools” Clearcase VOB’s (Versioned Object Bases) from Assignor’s source code control system, (iii) relevant instructions on building the object code thereof, all tools for creating cars, tracks, sounds and other individualized features, (iv) all documentation, developer notes, comments and annotations related to the Game, (v) other data and/or information necessary to build the latest patched version of the Game and (vi) source code and object code with respect to the foregoing, in each case, excluding Excluded Content (as defined below). In the event that a particular item of content in the Game (such as a car) includes both Excluded Content (such as logos on the car) and non-Excluded Content (such as the stick frame of the car), “Game Technology” shall include all content related to such item that is not Excluded Content.

“Excluded Content” means, (i) data, object code, source code, text, 2D and 3D artwork, graphics, communications, animation, images, digital and/or audio clips or other content, in each case, to the extent such items comprise or incorporate any trademarks, service marks, copyrights, trade dress or intellectual property rights of third parties, including, but not limited to, cars, tracks, sounds and other individualized features; and (ii) all trademarks, service marks, trade dress, and logos of Assignor and Sierra On-Line Inc., including, without limitation, Vivendi, Universal, Vivendi Universal, Vivendi Universal Games and Sierra.

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at [www.copyright.gov](http://www.copyright.gov), write the Copyright Office, or call (202) 707-3000.

13402136.

## FORM PA

For a Work of the Performing Arts  
UNITED STATES COPYRIGHT OFFICE

PA 1-266-286



APR 07 2003

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK ▼

NASCAR RACING 2003 SEASON

PREVIOUS OR ALTERNATIVE TITLES ▼

NATURE OF THIS WORK ▼ See Instructions

Audiovisual work

2

NAME OF AUTHOR ▼

a Sierra Entertainment, Inc.

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR { Citizen of \_\_\_\_\_  
Domiciled in U.S.A.

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

If the answer to either of these questions is "Yes," see detailed instructions.

Anonymous?  Yes  No  
Pseudonymous?  Yes  No

### NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire," check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

Entire audiovisual material and computer program

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR { Citizen of \_\_\_\_\_  
Domiciled in \_\_\_\_\_

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

If the answer to either of these questions is "Yes," see detailed instructions.

Anonymous?  Yes  No  
Pseudonymous?  Yes  No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR { Citizen of \_\_\_\_\_  
Domiciled in \_\_\_\_\_

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

If the answer to either of these questions is "Yes," see detailed instructions.

Anonymous?  Yes  No  
Pseudonymous?  Yes  No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

3

a

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

This information must be given only if the work has been published.

2003 Year in all cases.

b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information ONLY IF this work has been published.

Month FEBRUARY Day 10 Year 2003

Nation United States of America

4

b

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Sierra Entertainment, Inc.  
14205 SE 36th Street, Suite 220  
Bellevue, WA 98006

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED APR 07 2003 4/14/05  
ONE DEPOSIT RECEIVED APR 07 2003 3/22/05  
TWO DEPOSITS RECEIVED

FUNDS RECEIVED

V6

MORE ON BACK ▶

\* Complete all applicable spaces (numbers 5-8) on the reverse side of this page.

\* See detailed instructions. \* Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of \_\_\_\_\_ page

03/31/2005 12:58 FAX 3102580766

Knowledge Adventure Exec

005

EXAMINED BY JAH

FORM PA

CHECKED BY

 CORRESPONDENCE

Yes

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY**DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.****PREVIOUS REGISTRATION** Has registration for this work, or for an earlier version, of this work, already been made in the Copyright Office?

Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)  If your answer is No, do not check box A, B, or C.

a.  This is the first published edition of a work previously registered in unpublished form.

b.  This is the first application submitted by this author to copyright claimant.

c.  This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give Previous Registration Number ▼

Year of Registration ▼

**DERIVATIVE WORK OR COMPILATION** Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.  
Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

This work contains certain technology licensed from others.

See instructions  
before completing  
this space.**MATERIAL ADDED TO THIS WORK** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼**DEPOSIT ACCOUNT** If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.  
Name ▼ Account Number ▼

Vivendi Universal Games, Inc.

DA091367

**CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼Sierra Entertainment, Inc., Attn.: Pam Teller  
3060 139th Avenue SE, Suite 500  
Bellevue, WA 98005

Area code and daytime telephone number (425) 638-5146

Email [pam.teller@vugames.com](mailto:pam.teller@vugames.com)

Fax number (425) 818-2801

**CERTIFICATION** I, the undersigned, hereby certify that I am the

Check only one ▶

author  
 other copyright claimant  
 owner of exclusive right(s)  
 authorized agent of Sierra Entertainment, Inc.

Name of author or other copyright claimant, or owner of exclusive rights ▼

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 2, do not sign and submit it before that date.

Pamela M. Teller

Date 03/24/2003

Handwritten signature ▼

Pamela M. TellerCertificate  
will be  
mailed in  
window  
envelope  
to this  
address:

Name ▼	Sierra Entertainment, Inc., Attn.: Pam Teller
Number/Street/Apt ▼	3060 139th Avenue SE, Suite 500
City/State/ZIP ▼	Bellevue, WA 98005

1. Application is for original work.
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
3. Deposit required
4. Copyright Office 101 Independence Avenue, S.E. Washington, D.C. 20556-0000

"17 U.S.C. § 406: Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 406, or in any written statement laid in connection with the application, shall be fined not more than \$2,000."

Rev. June 2002 -20,000 Web Rev. June 2002 © Printed on recycled paper

U.S. Government Printing Office: 2000-461-112/20,021

V3526 D291 Page 4

5

6

8

9

# Delaware

PAGE 1

*The First State*

*I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "FIRST, LLC", CHANGING ITS NAME FROM "FIRST, LLC" TO "IRACING.COM MOTORSPORT SIMULATIONS, LLC", FILED IN THIS OFFICE ON THE TENTH DAY OF MAY, A.D. 2005, AT 5:26 O'CLOCK P.M.*



3698486 8100  
060739397

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4957168

DATE: 08-07-06

May 10 05 03:00p

781-541-6361

p.2

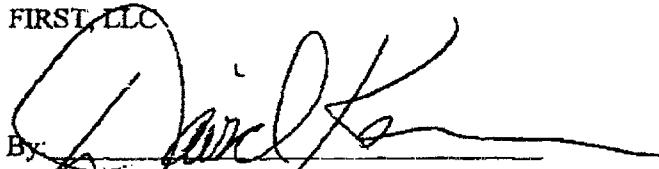
## STATE OF DELAWARE

CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF FORMATION  
OF  
FIRST, LLC

THIS CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION of FIRST, LLC (the "Company"), dated as of May 10, 2005, is executed and filed by the Company for the purpose of amending the Company's Certificate of Formation pursuant to Delaware Limited Liability Company Act § 18-202.

1. The name of the Company is FIRST, LLC.
2. Section 1 of the Certificate of Formation is hereby amended to read in its entirety as follows:
  1. Name. The name of the limited liability company is iRacing.com Motorsport Simulations, LLC.

IN WITNESS WHEREOF, the Company has duly executed this Certificate of Amendment as of the date first above written.

FIRST, LLC  
By:   
David Kaemmer  
Authorized Person

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 05:42 PM 05/10/2005  
FILED 05:26 PM 05/10/2005  
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## EULA.txt

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## EULA.txt

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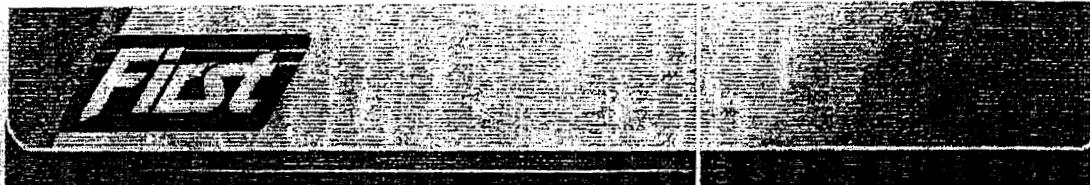
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11. **Miscellaneous.** This License Agreement shall be deemed to have been made and executed in the State of California and any dispute arising hereunder shall be resolved in accordance with the law of California. You agree that any claim asserted in any legal proceeding by one of the parties against the other shall be commenced and maintained in any state or federal court located in the State of California, County of Los Angeles, having subject matter jurisdiction with respect to the dispute between the parties. This License Agreement may be amended, altered or modified only by an instrument in writing, specifying such amendment, alteration or modification, executed by both parties. In the event that any provision of this License Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this License Agreement shall remain in full force and effect. This License Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements.

I hereby acknowledge that I have read and understand the foregoing License Agreement and agree that the action of installing the Program is an acknowledgment of my agreement to be bound by the terms and conditions of the License Agreement contained herein. I also acknowledge and agree that this License Agreement is the complete and exclusive statement of the agreement between Sierra and I and that the License Agreement supersedes any prior or contemporaneous agreement, either oral or written, and any other communications between Sierra and myself.



March 29th, 2005

Rod Rigole  
Papyrus Design Group, Inc.  
6080 Center Drive, 10th Floor  
Los Angeles, CA 90045

Rod Rigole  
Sierra Entertainment, Inc.  
6080 Center Drive, 10th Floor  
Los Angeles, CA 90045

Re: NASCAR Racing 2003 Season

Dear Rod:

This is to confirm that Papyrus Design Group, Inc., Sierra On-Line Inc. and any affiliates of either of the foregoing that have the right to enforce end user license agreements entered into by end users of NASCAR Racing 2003 Season (collectively, "Papyrus") authorize FIRST, LLC to enforce such end user license agreements on its own behalf to the extent needed to protect or enforce its rights in and to NASCAR Racing 2003.

Further, this is to confirm that upon FIRST, LLC's reasonable request Papyrus will execute such additional documents as may be required to further the foregoing, including without limitation the assignment of individual end user licenses on a case-by-case basis.

Please indicate your agreement to all of the foregoing by countersigning this letter agreement where indicated and returning one copy to me by first class mail at the address set forth below and by fax at 781-541-6361.

Very truly yours,

FIRST, LLC

A handwritten signature in black ink, appearing to read "David Kaemmer".  
David Kaemmer  
President & CEO

ACCEPTED AND AGREED:

Sierra Entertainment, Inc.

A handwritten signature in black ink, appearing to read "Rod Rigole".  
Rod Rigole  
Assistant Secretary

Papyrus Design Group, Inc.

A handwritten signature in black ink, appearing to read "Rod Rigole".  
Rod Rigole  
Assistant Secretary

175 Middlesex Turnpike Suite 2B, Bedford MA, 01730